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420 Lexington Avenue

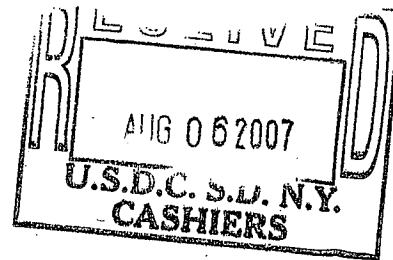
New York, NY 10170

(212) 687-6262

Attorneys for Plaintiffs

Kyle C. Bisceglie (KB 6052)

Howard J. Smith (HS 3556)



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARVEL ENTERPRISES, INC. and MARVEL
CHARACTERS, INC.

Plaintiffs,

-against-

NAKI INTERNATIONAL and NAKI WORLD,
INC.

Defendants.

JUDGE MARRERO

'07 CIV 7029

Index No.

COMPLAINT

Plaintiffs MARVEL ENTERPRISES, INC. and MARVEL CHARACTERS, INC. (collectively "Marvel" or "Plaintiffs"), by their attorneys, for their complaint against defendants NAKI INTERNATIONAL ("NAKI INTERNATIONAL") and NAKI WORLD, INC. ("NAKI WORLD") (defendants are referred to collectively herein as "Defendants" or "Naki"), respectfully allege as follows:

INTRODUCTION

1. This is a civil action by Marvel against Naki for breach of licensing agreements with Marvel, against Naki World for breach of a settlement agreement and against Naki World for copyright and trademark infringement.

2. On or about June 9, 2005, Marvel commenced an action in this Court against Naki seeking \$550,659.12 in unpaid royalties from Naki and a declaration that Marvel's licensing

agreement with Naki is terminated. As "Naki World, Inc." is a trade name, alter ego and/or successor to "Naki International," Marvel sought recovery from both entities. At all relevant times herein discussed, and from the inception of Marvel's relationship with Naki, Naki conducted business with Marvel as one business entity with the same personnel and conducting the same business whether using the name "Naki International" or "Naki World, Inc."

3. On or about March 23, 2006, Marvel and Naki World entered into a Confidential Settlement Agreement and Release (the "Settlement Agreement") whereby Naki World agreed to pay Marvel \$150,000, per the terms of the Settlement Agreement, to settle the action.

4. Naki World defaulted with respect to its obligations under the Settlement Agreement and Marvel is owed at least \$50,000 in remaining sums due it under the Settlement Agreement as well as \$450,659.12 in unpaid royalties from both Naki entities and attorneys' fees and interest.

PARTIES

5. Plaintiff, Marvel Enterprises, Inc. ("Marvel Enterprises"), is and at all times hereinafter mentioned has been a corporation duly organized and existing under and by virtue of the laws of the State of Delaware. Marvel Enterprises is authorized to do business in the State of New York, and maintains an office at 417 Fifth Avenue, New York, New York, 10016.

6. Plaintiff Marvel Characters, Inc. is and at all times hereinafter mentioned has been a corporation duly organized and existing under and by virtue of the laws of the State of Delaware. Marvel Characters, Inc. maintains its principal office at 10474 Santa Monica Boulevard, Suite 206, Los Angeles, California 90025.

7. Marvel is one of the leading comic book/entertainment and licensing companies in the world, and owns a library of over 5,000 proprietary characters (the "Marvel Characters"), including the X-MEN®, SPIDER-MAN®, THE FANTASTIC FOUR, GHOST RIDER,

DAREDEVIL and THE AVENGERS®. Plaintiffs' business is based on the exploitation of the Marvel Characters and other intellectual property through licensing, publishing, comic books, television and movie productions, and other similar ventures. Merchandising and licensing of Marvel's intellectual property comprise a substantial portion of Plaintiffs' annual income.

8. Upon information and belief, defendant Naki International and Naki World, Inc., are and at all times hereinafter mentioned have been a California corporation purportedly maintaining business offices at varying times in Sun Valley, CA, West Covina, CA and Walnut, CA.

JURISDICTION AND VENUE

9. This action arises under the U.S. Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, and the Lanham Act of 1946, 15 U.S.C.A. §§ 1051 *et seq.* This Court has jurisdiction over the subject matter of Plaintiffs' claims arising thereunder pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367. This Court has supplemental jurisdiction over Plaintiffs' claims arising under state law pursuant to 28 U.S.C. §§ 1338(b) and 1367(a).

10. Venue lies in the Southern District of New York pursuant to 28 U.S.C. §§ 1391(a)(1) and (a)(2), and 28 U.S.C. § 1391(b) in that the claims arose in this judicial district as a result of acts committed by Defendants' doing business in this judicial district. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(a), in that defendant consented to the forum of the state and federal courts in the State of New York for the resolution of all disputes between the parties under the License Agreement that is the subject of this action.

11. The Court has personal jurisdiction over Defendants by virtue of their transacting and doing business in this district and their consent to the jurisdiction of this Court in the License Agreement that is the subject of this action.

FACTUAL BACKGROUND

The Original Agreement

12. On or about March 20, 2001, Marvel and Naki entered into a License Agreement (the "Original Agreement") for the exploitation by Naki of certain Marvel Characters as those Marvel Characters appear on specific "Licensed Articles" in Marvel's Spider-Man Kids Style Guide, Ultimate Spider-Man Style Guide, Marvel's X-Men Evolution Style Guide, Ultimate X-Men Style Guide, Marvel's Incredible Hulk Style Guide and the Blade Style Guide. The Original Agreement, entered into by Naki listed Naki International as Licensee, was signed by Sam Ho as Chairman of Naki International and was for a three-year term ending on May 31, 2004. In the Original Agreement, Naki's address is indicated as being in Sun Valley, CA. The "Licensed Articles" in the Original Agreement were "video game and computer accessories" and "mouse and mousepads."

The Renewal Agreement

13. In or around May 10, 2004, Naki and Marvel renewed their License Agreement (the "Renewal Agreement") for the exploitation by Naki of certain "Movie Characters" and "Classic Characters" with respect to specifically delineated "Licensed Articles" of "Video Games Accessories for set-top Consoles, Hand-held gaming consoles (excluding phones) and PCs".

14. The Renewal Agreement, like the Original Agreement, includes characters related to Spider-Man, the X-Men and the Incredible Hulk.

15. The "Renewal Agreement" listed "Naki World, Inc." as Licensee and was signed by Aleck Hsia as President of Naki World, Inc., indicating the new West Covina address. The term of the Renewal Agreement started the day after the expiration of the Original Agreement, June 1, 2004, and expires December 31, 2007. The Renewal Agreement lists Naki's contact

person as Gillian Blakeney and lists an email address from the email domain name "nakiusa.com" as part of Blakeney's contact information.

**Marvel's Audit of Naki under the Original Agreement
and Naki's Defaults under the Renewal Agreement**

16. On or about July 26, 2004, Marvel began, pursuant to its rights under Section 5 of the Original Agreement, a royalty compliance audit of Naki for the period June 1, 2001 to June 30, 2004.

17. Over the course of several months while Naki and Marvel were operating under the Renewal Agreement, Marvel conducted its audit and attempted to address what appeared to be substantial underpayments of royalties by Naki.

18. Additionally, on January 27, 2005, Marvel sent Naki a letter notifying Naki that overdue royalties in the amount of \$50,400.10 under the Renewal Agreement were unpaid for the third quarter of 2004. Marvel demanded payment of the royalties and notified Naki that, if Marvel did not receive the overdue royalties by January 31, Marvel would terminate the Renewal Agreement.

19. On January 28, 2005, Hsia advised Marvel that "It seems the communication problems between Naki and Marvel may be largely due to our change of email and street addresses." Hsia then listed "Naki World, 249 Paseo Tesoro, Walnut, CA 91789" as Naki's address and added "Note: all emails at naki-world.com (not nakiusa.com)."

20. On January 31, 2005, Marvel sent Naki a second termination letter, concerning its failure to report any royalties for the fourth quarter of 2004, unapproved items on Naki's web site, and Naki's failure to manufacture and sell any of numerous items as called for in the Renewal Agreement. As a result of Naki's breaches, Marvel exercised its right to terminate the Renewal Agreement with respect to all articles and characters except Spider-Man and Wolverine

game controllers. Further, Marvel notified Naki that, if overdue royalty payments were not received by February 3, 2005, Marvel would terminate the Renewal Agreement entirely.

21. By sometime on or around February 2, 2005, Naki paid Marvel the outstanding royalty amounts due under the Renewal Agreement for the third and fourth quarters of 2004.

Termination of the Renewal Agreement Under the Cross-Default Provision

22. Section 15(g) of the Renewal Agreement and 15(f) of the Original Agreement contain "cross-default" provisions which provide that, in the event of a breach under either of the respective agreements, "Marvel shall have the right to terminate any other License Agreement with Licensee (or any affiliate of Licensee)."

23. On February 22, 2005, Marvel sent Naki a third notice of termination because the audit showed that Naki had failed to meet its obligation to pay Marvel \$550,659.12 under the Original Agreement. Specifically, Marvel notified Naki that the Renewal Agreement would terminate unless Naki cured its breach of the Original Agreement within ten days as called for in the Original Agreement.

24. On April 25, 2005 (well after Naki's ten day period to cure its default expired), Marvel notified that, given Naki's failure to cure its default as outlined in Marvel's February 22, 2005 letter to Naki, Marvel terminated the Renewal Agreement.

The Settlement Agreement and Naki World's Breach

25. On or about March 23, 2006, Marvel and Naki World entered into the Settlement Agreement. Per paragraph 3 of the Settlement Agreement:

Naki agrees to pay Marvel the sum of \$150,000.00, payable to Marvel Characters, Inc. in the following amounts and on the following payment schedule: (1) on execution of this Agreement, Naki shall pay Fifty Thousand Dollars (\$50,000); (2) on or before May 31, 2006, Naki shall pay Twenty-Five Thousand Dollars (\$25,000); (3) on or before July 31, 2006, Naki shall pay Twenty-Five Thousand Dollars (\$25,000); (4) on or before September 30, 2006, Naki shall pay Twenty-Five Thousand Dollars (\$25,000); and on or before November 30, 2006,

Naki shall pay Twenty-Five Thousand Dollars (\$25,000) for a total payment of \$150,000.

26. Naki paid the initial amount and made some additional partial payments, but to date has failed to make the payments to which Naki agreed.

27. As a result of Naki World's breach of the Settlement Agreement, Marvel is owed an additional \$50,000 under the Settlement Agreement.

28. The Settlement Agreement provides:

If Naki commits any material breach of any covenants contained in this Agreement, including failure to pay the sums enumerated in paragraph 3 above pursuant to the required payment schedule, Marvel shall provide notice to Naki (by faxing such notice to Naki and to Naki's counsel at Dechert LLP) who will have ten days from the date of such notice to cure those breaches. If such breaches have not been cured within that period, all releases provided to Naki herein shall be void and of no effect.

29. Marvel provided Naki World with notice of its default on May 31, 2007 and Naki World has failed to cure same. (A true and accurate copy of Marvel's counsel's letter to Naki World's counsel, dated May 31, 2007, is annexed hereto as Exhibit A.)

30. Naki responded through counsel that it was unwilling to pay the remaining amount.

31. As a result of Naki World's breach of the Settlement Agreement and failure to cure same, all releases provided to Naki World pursuant to the Settlement Agree are "void and of no effect." Accordingly, Marvel is still owed at least \$450,659.12, representing the amount of unpaid royalties due Marvel less the amount paid by Naki World pursuant to the Settlement Agreement, plus plus interest and attorneys' fees, as provided for in Section 17(c) of both the Original Agreement and the Renewal Agreement, plus the remaining \$50,000 due it under the Settlement Agreement.

Naki's Infringement of Marvel's Intellectual Property

32. As noted above, Marvel terminated all license agreements with Naki no later than April 25, 2005.

33. In addition, the Settlement Agreement states:

Termination of All License Agreements. The parties agree and acknowledge that any and all licenses or grants of right by Marvel to Naki are terminated and that Naki no longer has any right to use any Marvel intellectual property to manufacture the items set forth in those licenses, or otherwise.

34. Notwithstanding that Naki has no license to use, sell or otherwise exploit any of Marvel's intellectual property, Naki knowingly and willfully continues to market and sell merchandise with Plaintiffs' Marvel Characters to which Naki holds no license rights, including "SPIDER-MAN®." (True and accurate printouts of pages from Naki's website, showing the marketing by Naki of SPIDER-MAN® video game controllers, are annexed hereto as Exhibit B.)

**FIRST CAUSE OF ACTION
(Unpaid Royalties against Naki International)**

35. Plaintiffs repeat, reiterate and reallege each and every allegation contained in Paragraphs 1 through 34 contained herein, inclusive together with the same force and effect as if set forth more fully at length herein.

36. Under the terms of the Original Agreement between Marvel and Naki, there was due and outstanding \$550,659.12 in unpaid royalties due and owing to Marvel before the parties entered into the Settlement Agreement..

37. Naki World has paid only \$100,000 to Marvel under the Settlement Agreement and has breached the Settlement Agreement by failing to make all payments to Marvel called for therein.

38. Despite due demand by Marvel and opportunity to cure as provided in the Settlement Agreement, at least \$50,000 of the sums due and owing to Marvel have been not been paid.

39. By reason of the foregoing, all releases provided to Naki World under the Settlement Agreement are void and of no effect and Marvel is entitled to judgment in the amount of \$450,659.12, plus interest and attorneys' fees, as provided for in Section 17(c) of both the Original Agreement and the Renewal Agreement.

**SECOND CAUSE OF ACTION
(Unpaid Royalties against Naki World, Inc.)**

40. Plaintiffs repeat, reiterate and reallege each and every allegation contained in Paragraphs 1 through 39 contained herein, inclusive together with the same force and effect as if set forth more fully at length herein.

41. Naki World, Inc. is a trade name, successor, and/or alter ego of Naki International, which is a party to the Original Agreement with Marvel.

42. Since in and around March of 2001 when Marvel and Naki entered into the Original Agreement until the present, Naki has conducted business with Marvel, under both the Original Agreement and the Renewal Agreement, as one *bona fide* business entity with the same personnel and conducting the same business whether using the trade name Naki International or Naki World, Inc.

43. Under the terms of the Original Agreement between Marvel and Naki, there was due and outstanding \$550,659.12 in unpaid royalties due and owing to Marvel before the parties entered into the Settlement Agreement.

44. Naki World has paid only \$100,000 to Marvel under the Settlement Agreement and has breached the Settlement Agreement by failing to make all payments to Marvel called for therein.

45. Despite due demand by Marvel and opportunity to cure as provided in the Settlement Agreement, at least \$50,000 of the sums due and owing to Marvel have been not been paid.

46. By reason of the foregoing, Marvel is entitled to judgment against Naki World, Inc. in the amount of \$450,659.12, plus interest and attorneys' fees, as provided for in Section 17(c) of both the Original Agreement and the Renewal Agreement.

THIRD CAUSE OF ACTION
COPYRIGHT INFRINGEMENT
(under 17 U.S.C. §§ 101 *et seq.*)

47. Marvel repeats and realleges each and every allegation contained in Paragraphs 1 through 46 contained herein, inclusive together with the same force and effect as if set forth more fully at length herein.

48. Marvel is the sole creator and owner of the original expressions embodied in their Marvel Character SPIDER-MAN®, has complied in all respects with the provisions of the Copyright Act of 1976, and holds valid copyright registrations in the aforesaid Marvel Character.

49. Specifically, Marvel holds copyright registration number RE 497 761 for SPIDER-MAN ® and has since 1962.

50. Without the consent of Marvel and in complete willful and wanton disregard of Marvel's rights, Naki has intentionally infringed and continues to infringe Marvel's above-mentioned copyright within this judicial district and elsewhere throughout the United States and abroad, by promoting and offering for sale the protected Marvel Character without authorization

to do so, each such item bearing artwork, images, likenesses, names and/or characteristics identical to the protected Marvel Character.

51. The unauthorized and infringing use by Naki of Marvel's protected Marvel Character as hereinabove described will continue to damage and injure Marvel in that the sale of the copies of the protected Marvel Character will severely diminish the value of the original works by diluting the market and destroying the distinctiveness of the works and their identity as being the exclusive property of Marvel, and will enable Naki to profit and benefit from its unauthorized use of Marvel's intellectual property.

52. By reason of the foregoing, Marvel is entitled to damages for Naki's infringement of its copyrights, pursuant to 17 U.S.C. § 504.

53. By reason of the foregoing, Marvel is entitled to its costs and attorneys' fees in prosecuting this action, pursuant to 17 U.S.C. § 505.

54. By reason of the foregoing, because Naki's conduct was and is willful, Marvel is entitled to the maximum statutory damages allowed pursuant to 17 U.S.C. § 504(c).

FOURTH CAUSE OF ACTION
TRADEMARK INFRINGEMENT
(under 15 U.S.C. § 1114(1)(a))

55. Marvel repeats and realleges each and every allegation contained in Paragraphs 1 through 54 contained herein, inclusive together with the same force and effect as if set forth more fully at length herein.

56. Marvel is the owner of federal trademark registrations for the original expressions embodied in its Marvel Characters including SPIDER-MAN®. In addition, Marvel's extensive use of this character and its likeness in comic books, merchandising, movie rights and other such endeavors have made Marvel Characters and the SPIDER-MAN® mark highly distinctive and well known throughout the world.

57. Naki knew that Marvel maintained valid registrations of the aforesaid marks with the United States Patent and Trademark Office.

58. Naki has and continues to willfully use the aforesaid trademarks of Marvel in connection with the promotion, distribution, offering for sale and sale of goods in the United States and internationally, without Marvel's authorization or consent. Such conduct by Naki is likely to cause confusion, mistake or deception among consumers as to whether their goods are approved by Marvel, because the designs, colors and likenesses of Marvel's trademarks used by Naki, together with Naki's unauthorized use of the protected mark, make those goods identical or substantially similar to those of Marvel. Thus, Naki's conduct constitutes willful infringement of Marvel's trademarks in violation of 15 U.S.C. § 1114(1)(a).

59. Naki's intentional and knowing use of Marvel's registered trademarks for the promotion, offering for sale and sale of products constitutes intentional use of a counterfeit mark of goods in violation of 15 U.S.C. § 1117(b).

60. Naki's intentional conduct has caused and continues to cause injury and will cause injury in the future, to Marvel, its operations, reputation and goodwill, including, but not limited to, injury to Marvel's core business of licensing and merchandising of Marvel Characters including SPIDER-MAN®.

61. Naki's infringement of Marvel's trademarks has caused Marvel to be injured in an amount to be determined at trial, and therefore Marvel is entitled to the remedies provided for in 15 U.S.C. §§ 1116 *et seq.*, as well as 15 U.S.C. § 1117.

62. By reason of the foregoing, Marvel is entitled to Naki's profits or damages in a specific amount to be determined at trial from its intentional infringements of Marvel's trademarks, under 15 U.S.C. § 1117.

63. Because Naki's conduct is intentional, Marvel is entitled to an amount three times the amount of Naki's profits or Marvel's damages, whichever is greater, pursuant to 15 U.S.C. § 1117.

64. By reason of the foregoing, because Naki's conduct is intentional, Marvel is entitled to costs and attorneys' fees pursuant to 15 U.S.C. § 1117.

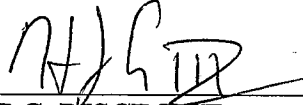
WHEREFORE, Plaintiffs pray for a judgment against Defendants, and each of them separately, as follows:

- a. Judgment against Naki International in the amount of \$450,659.12, plus interest and attorneys' fees,
- b. Judgment against Naki World, Inc. in the amount of \$450,659.12 plus interest and attorneys' fees,
- c. Judgment against Naki World, Inc. for infringement of Marvel's copyrights pursuant to 17 U.S.C. § 504, Marvel's costs and attorneys' fees in prosecuting this action pursuant to 17 U.S.C. § 505, and maximum statutory damages allowed pursuant to 17 U.S.C. § 504(c).
- d. Judgment against Naki World, Inc. in an amount to be determined at trial, in an amount equal to Naki's profits from its intentional infringements of Marvel's trademarks under 15 U.S.C. § 1117, damages in a specific amount to be determined at trial, from Naki's intentional infringements of Marvel's trademarks, under 15 U.S.C. § 1117, an amount three times the amount of Naki's profits or Marvel's damages, whichever is greater, pursuant to 15 U.S.C. § 1117, Marvel's costs and attorneys' fees pursuant to 15 U.S.C. § 1117, and prejudgment interest pursuant to 15 U.S.C. § 1117.
- e. Costs of suit,

- f. Attorneys' fees, and
- g. Such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 6, 2007

BARTON BARTON & PLOTKIN LLP



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EXHIBIT A

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LLP**

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May 31, 2007

VIA EMAIL AND FIRST CLASS MAIL

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Tustin, CA 92780

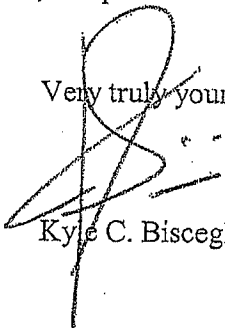
Re: *Marvel Enterprises, Inc. and Marvel Characters, Inc. v. Naki International and
Naki World, Inc.*
NOTICE OF DEFAULT

Dear Jerry:

This letter memorializes the telephone call you had with my colleague, Howard J. Smith, III, Esq. one week ago. As you know, this firm represents Marvel Entertainment, Inc. (formerly Marvel Enterprises, Inc.) and Marvel Characters, Inc. (collectively "Marvel"). In accordance with the Confidential Settlement Agreement and Release, dated March 23, 2006 and subsequent accommodation of payment schedule (the "Agreement"), between Marvel and Naki World, Inc. ("Naki"), we hereby notify you that Naki is in material breach of the Agreement. Specifically, Naki has failed to pay the remaining \$50,000 as provided for in the Agreement.

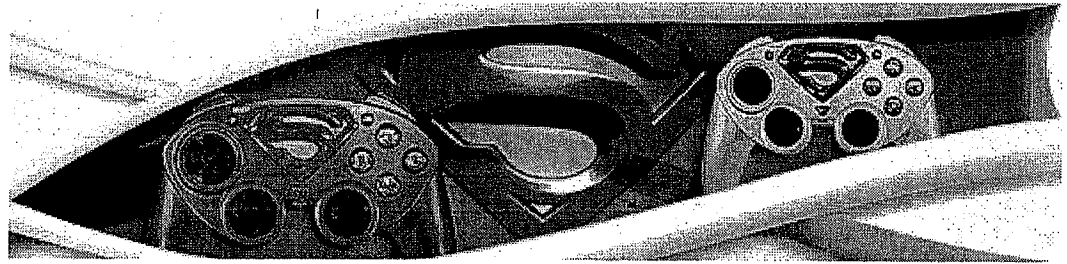
In accordance with the Agreement, Naki has ten (10) days from the date hereof to cure its breach. If the breach is not cured within that period, all releases provided to Naki shall be void and of no effect and Marvel will take all steps it deems necessary to enforce its rights, including seeking judicial intervention to seek the full amount of all damages claimed in the original complaint. Specifically, we can resume suit against Naki to seek the full extent of original damages - \$550,659.12, plus interest and, as provided in the license agreement, Marvel's attorneys' fees.

Very truly yours,


Kyle C. Bisceglie

cc: Eli Bard, Esq.

EXHIBIT B



PlayStation 2

[Superman™] [Justice League™] [Marvel] [Naki World: Platinum Series]

DC Comics: Superman™



Superman Returns
Controller



Superman Returns Micro
Controller



Superman Returns Wireless
Controller

[Top of Page]

DC Comics: Justice League™



Justice League
Action Pad



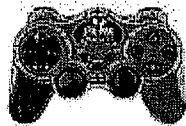
Justice League
Action Twin Pack

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Marvel



Spider-Man
Glowing Pad



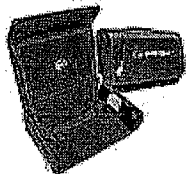
2.4Ghz Wireless
Spider-Pad



Spider-Man
Minicon

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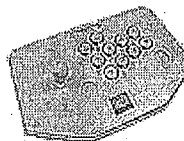
Naki World: Platinum Series



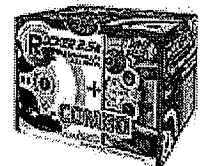
PS2 Slim G-Pak Organizer &
Travel Case



G-Pak Console Organizer &
Travel Case



Ultimate Fighting Stick

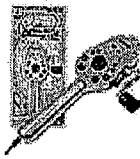


Rocker Pad
2.5e Combo

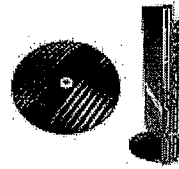
- psp
- ps2
- ps3
- xbox
- xbox 360
- nintendo wii
- nintendo ds lite
- gameboy advance sp
- gamecube
- pc/mac
- multi-platform



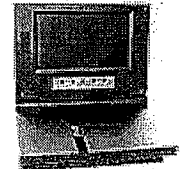
Rocker
Pad 2.5e



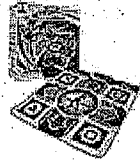
Bass Champion 2
Fishing Controller



PS2 Slim Vertical Stand



Monitor for
PS2 Slim



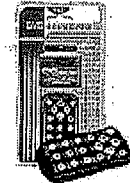
Dance Pad
Revolution 2



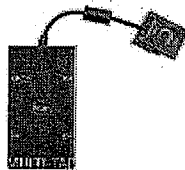
Wireless Dance Pad
Revolution 2



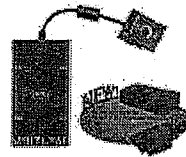
Dance Pad
Revolution Deluxe



DVD Remote
Control



4 Player
Multi-Tap



PS2 Slim 4 Player Multi-Tap

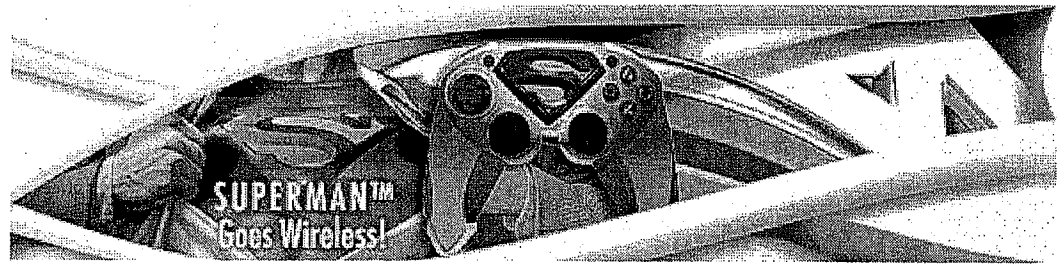


Auto RF
Switch

[Top of Page]

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Website design by DemiGraphics.



PlayStation 2:: Marvel

psp

ps2

ps3

xbox

xbox 360

nintendo wii

nintendo ds lite

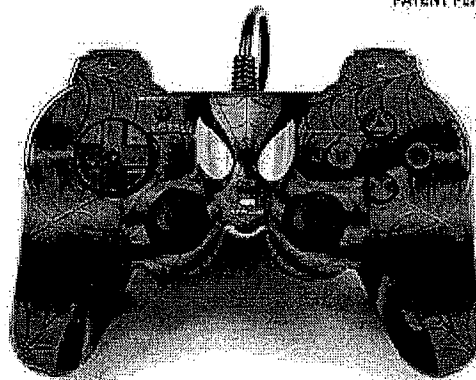
gameboy advance sp

gamecube

pc/mac

multi-platform

Spider-Man™ Glowing Pad



ITEM NUMBER: 78501

FEATURES:

Spider-Man Glowing Pad for the PS2 & PSX.

"INTERACTIVE GLOWING TECHNOLOGY"
Lighting effects react to the action from gameplay! 100% Compatible with any game!

Special effects controller actually has **BREATHING** and SPIDER-SENSE GLOWING effects due to the internal light system.

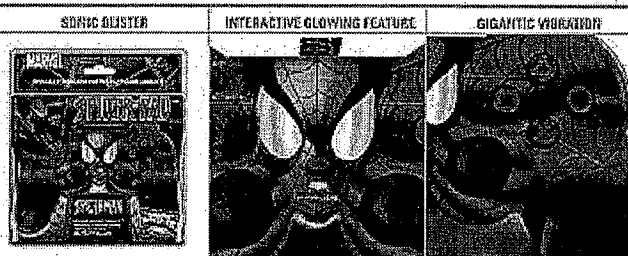
IT'S ALIVE! A TRUE LIVING, BREATHING CONTROLLER!

GIGANTIC vibration! Upgraded motors provide monstrous shock. Feel the power of Spider-Man.

MARVEL ORIGINAL ARTWORK!
Dynamic character packaging featuring Marvel artwork.

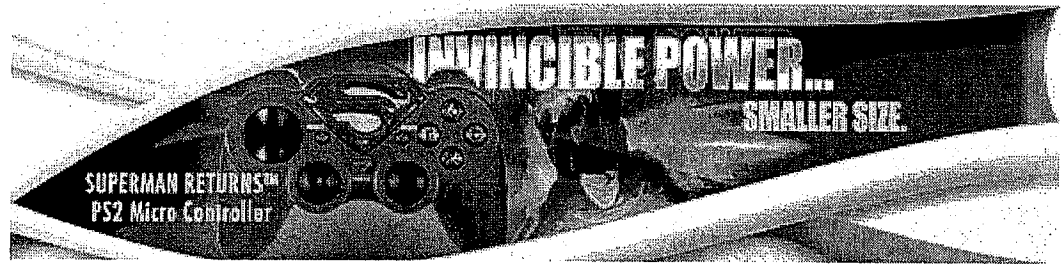
Comfortable Sony Dual Shock 2 design, with customized **Spider X-Button**.

Where To Buy? CLICK HERE.



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PlayStation 2:: Marvel

psp

ps2

ps3

xbox

xbox 360

nintendo wii

nintendo ds lite

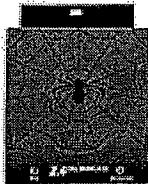
gameboy advance sp

gamecube

pc/mac

multi-platform

Spider-Man™ 2.4GHz Wireless Pad



ITEM NUMBER: 78503

FEATURES:

SPIDER-MAN WIRELESS PAD FOR PS2 & PSX

Wireless Spider-Pad uses new rock solid 2.4GHz RF Technology!

100% Compatible with PS2, PlayStation, and PSOne.

Compatible for over **30 feet**. Solid response time and communication.

Built in signal communicator Sleek Spider-Man design, ergonomic comfort.

Dual shock 2 compatible, pressure sensitive action buttons.

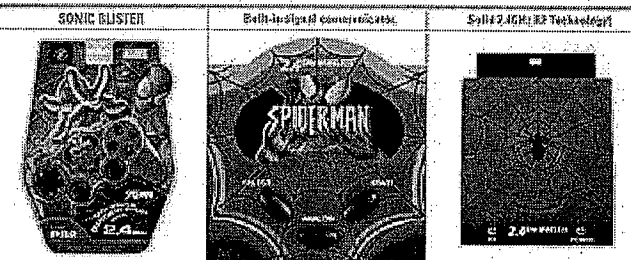
Selectable frequency channels. Allows multiplayer party gaming without frequency conflict.

Activity light indicator on both controller pad and receiver.

3 AAA batteries included!

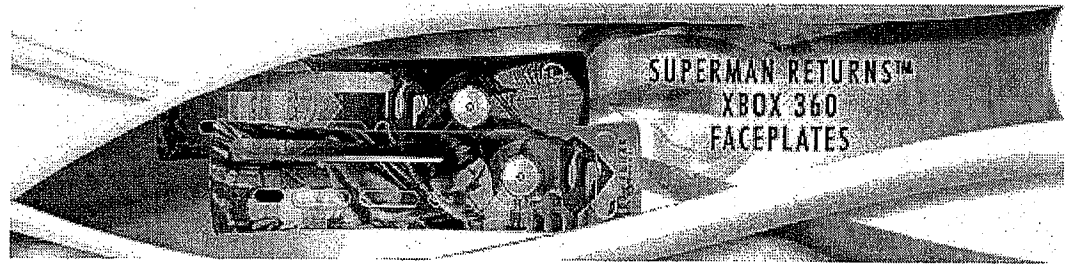
Automatic power shutdown. Controller saves battery life by turning off when not in use. Excellent power consumption efficiency.

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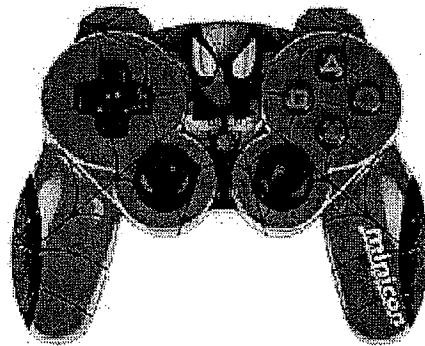
gameboy advance sp

gamecube

pc/mac

multi-platform

Spider-Man™ MiniCon



ITEM NUMBER: 78504

FEATURES:

SMALLER SIZE ERGONOMICS

Same excellent functionality, 80% of the original size.

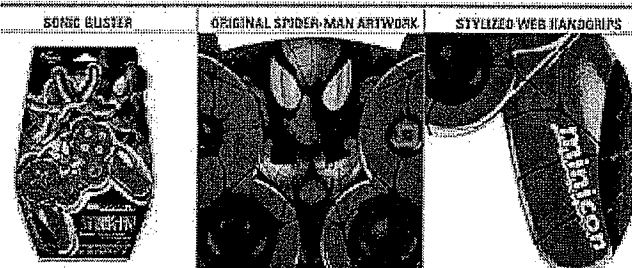
GIGANTIC vibration! Upgraded motors, provide monstrous shock. Feel the power of Spider-Man.

MARVEL ORIGINAL ARTWORK.

Dynamic character packaging featuring Marvel artwork. Space-saving pop out blister design.

Comfortable Sony Dual Shock 2 design, with customized **Spider X-Button**.

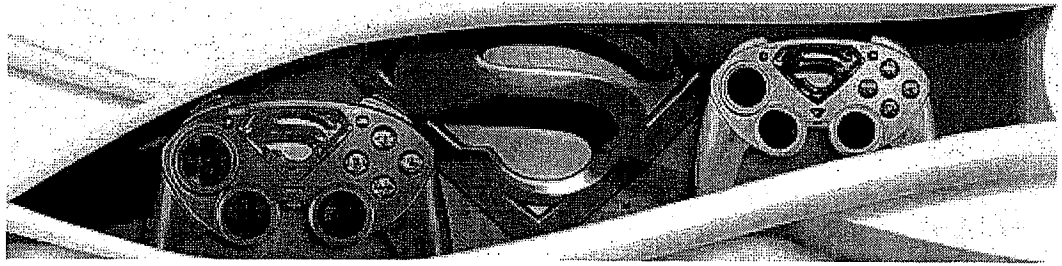
Original Spider-Man deco art with Spider-web hand grips.



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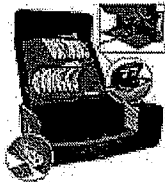
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Xbox

[Naki World: Platinum Series] [Marvel]

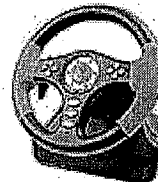
Naki World: Platinum Series



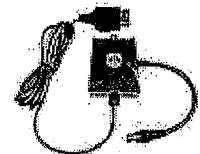
G-Pak Console Organizer and Travel Case



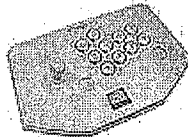
G-Pak 48 Game & DVD Disc Organizer



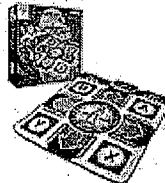
Racing Wheel



Auto RF Switch



Ultimate Fighting Stick



Dance Pad Revolution X



Wireless Dance Pad Revolution X



Dance Pad Revolution Deluxe

[Top of Page]

Marvel



Spider-Man S Controller

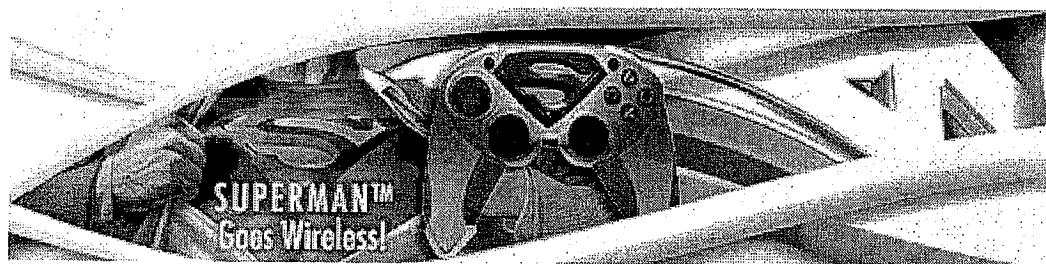


2.4Ghz Wireless Spider-Man S Controller

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Xbox:: Marvel

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multi-platform

Spider-Man™ S-Controller



ITEM NUMBER: **80502**

FEATURES:

Approved by Microsoft™ for XBOX COMPATIBILITY.

SMALLER SIZE ERGONOMICS
Same excellent functionality.

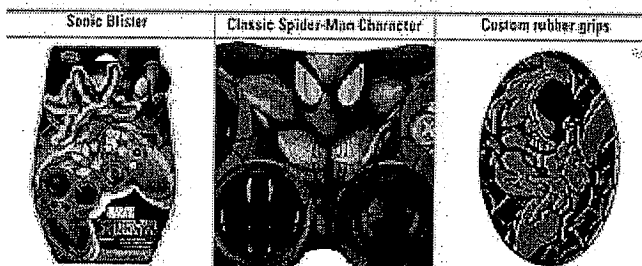
Developed with **MARVEL®**, Authentic Spider-Man™ colors and graphics.

New Customized Spider-Man rubber grips for added comfort.

2 analog joysticks, 8 analog (pressure sensitive) clear colored action buttons.

Quality Tested for durability and compatibility.

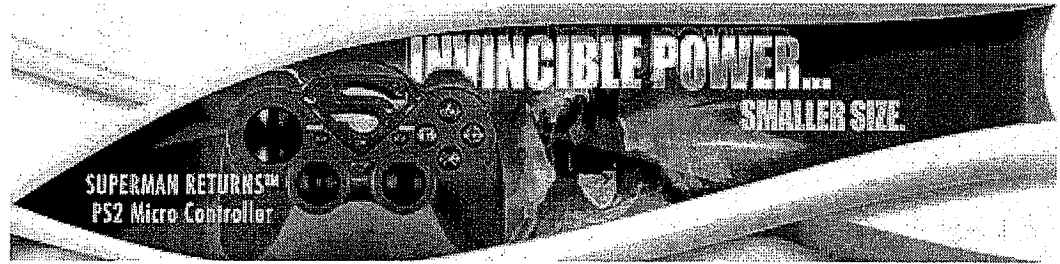
Dynamic comic styled sonic sealed packaging.



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Spider-Man™ 2.4Ghz Wireless S-Controller

ITEM NUMBER: 80503

FEATURES:

Wireless Spider-Pad uses new rock solid **2.4GHz RF Technology!**

Compatible for **over 30 feet**. Solid response time and communication.

Built in signal communicator

Dual shock 2 compatible, pressure sensitive action buttons.

Selectable frequency channels. Allows multiplayer party gaming without frequency conflict.

SMALLER SIZE ERGONOMICS
Same excellent functionality.

New Customized Spider-Man rubber grips for added comfort.

2 analog joysticks, 8 analog (pressure sensitive) clear colored action buttons.

Quality Tested for durability and compatibility.

Dynamic comic styled sonic sealed packaging.

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**FREE
MARVEL BATTERY PAK**

Sonic Blister	2.4GHz Receiver	Custom rubber grips

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